

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

In Re:	)	CHAPTER 13
	)	
Walter T. Jablonowski	)	CASE NO. 15-16711
Danielle M. Jablonowski	)	
	)	JUDGE ARTHUR I. HARRIS
Debtor(s)	)	
	)	<b><u>MOTION TO INCUR DEBT FOR THE</u></b>
	)	<b><u>PURCHASE OF A VEHICLE</u></b>
	)	

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Now come Debtors, Walter & Danielle Jablonowski, by and through the undersigned counsel, and respectfully request this Court to grant this Motion to Incur Debt for the Purchase of a Vehicle. Debtors seek to incur a loan in the amount of \$19,505.77 with an interest rate of 24.10% for the purchase of a 2014 RAM 1500. The loan shall be repaid over 72 months with a payment of \$519.00 per month. Attached as Exhibit "A" is the Retail Buyers Worksheet.

Debtors are making this request because their household requires two working and reliable vehicles for transportation to and from the respective jobs. Specifically, Mrs. Jablonowski's job requires extensive travel.

Debtors have faithfully maintained bankruptcy plan payments throughout the duration of this case. This incursion of debt will not impact the ability to successfully complete this plan. Mr. Jablonowski's employer has allotted her a \$231.75 per month travel expense to offset the purchase of a new car. This reduces Debtors' monthly out-of-pocket expense for this car payment to \$287.25. She also shall receive a mileage reimbursement for work related travel. The balance of the new car payment shall be accounted for with a reduction in Debtors' other monthly expenses.

The company selling the vehicle is Fred Martin Superstore at 3195 Barber Road,  
Barberton, OH 44203.

Respectfully Submitted,

/s/Alexander V. Sarady  
Alexander V. Sarady (0075500)  
Rauser & Associates  
614 West Superior Avenue, Suite 950  
Cleveland, Ohio 44113  
Telephone: (216) 263-6200  
Facsimile: (216) 263-6202  
Attorney for Debtor(s)

**CERTIFICATE OF SERVICE**

This is to certify that on September 13, 2018 a true and correct copy of the motion was served:

Via the Court's Electronic Case Filing System on these entities and individuals who are listed on  
the Court's Electronic Mail Notice List:

Lauren Helbling, on behalf of the Chapter 13 Trustee at [ch13trustee@ch13cleve.com](mailto:ch13trustee@ch13cleve.com)

United States Trustee, at (Registered address)[@usdoj.gov](mailto:usdoj.gov)

Walter & Danielle Jablonowski, at 6722 Miller Dr., Elyria, OH 44039

Fred Martin Superstore at 3195 Barber Road, Barberton, OH 44203.

/s/Alexander V. Sarady  
Alexander V. Sarady (0075500)  
Attorney for Debtor(s)

RETAIL BUYERS  
WORKSHEET

Used  
Cars &  
Trucks

# Fred Martin

FRED MARTIN SUPERSTORE  
3195 Barber Road, Barberton, OH 44203  
330-753-4444 fredmartinsuperstore.com

DEAL NO. \_\_\_\_\_

DATE 9/11/2018

PURCHASER Walter T Jablonowski  
Danielle M Jablonowski

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

ADDRESS 6722 Miller Drive CITY Elyria STATE OH ZIP 44039

COUNTY Lorain SALES ASSOCIATE Mark Norcia EMAIL ADDRESS \_\_\_\_\_

I hereby agree to purchase the vehicle described below from Dealer under the terms and conditions specified. Delivery is to be made on September 11 Year, 2018 or upon receipt by Dealer if on order.

ENTER MY ORDER FOR ONE ☐ NEW ☒ USED ☐ CAR ☐ TRUCK ☐ SPORT UTILITY ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL CAR ☐ RENTAL VEHICLE AS FOLLOWS:

Stock # <b>1T183255A</b>	Year <b>2014</b>	Make <b>Ram</b>	Model <b>1500 2WD</b>	Body Style <b>Crew Cab Tradesman</b>
Color <b>silver</b>	Interior <b>Black</b>	Serial Number <b>1C6RR6KG8ES356404</b>		
<b>ODOMETER MILEAGE STATEMENT</b> THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS <u>85,592</u> MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW. <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE		<b>NEGATIVE EQUITY:</b> I am aware the balance owed on my trade-in/ lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <u>N/A</u> of negative equity be included in the cash price of the vehicle.		
CONTROL #		CASH PRICE OF VEHICLE \$ <b>17,991.00</b>		
TRADE-IN DESCRIPTION:		ACCESSORIES \$ <b>N/A</b>		
Year <b>2005</b>	Make <b>Ford</b>	Model <b>Escape</b>		
Body Style <b>4d SUV FWD XLT</b>	Mileage <b>150,000</b>	Stock #		
Serial #		CASH PRICE (INCLUDING ACCESSORIES) \$ <b>17,991.00</b>		
UNDERSTAND THAT THE DEALER HAS AGREED TO PAY THE SUM OF \$ <u>N/A</u> , THE BALANCE OWED TO TO SATISFY ITS LIEN ON MY TRADE-IN VEHICLE. I WARRANT THAT THERE ARE NO OTHER LIENS OR ENCUMBRANCES EXCEPT AS LISTED IN THIS AGREEMENT AND THAT I HAVE THE RIGHT TO SELL THE VEHICLE TO THE DEALER. I FURTHER AGREE THAT IF THE ACTUAL AMOUNT OF THE BALANCE OWED ON THE TRADE-IN VEHICLE IS GREATER THAN THE AMOUNT OF THE BALANCE OWED AS LISTED ABOVE, I WILL PAY THE DIFFERENCE TO THE DEALER AND, IF THE ACTUAL AMOUNT OF THE BALANCE OWED IS LESS THAN THE AMOUNT LISTED, THE DEALER WILL PAY THE DIFFERENCE TO ME.		DOCUMENTARY SERVICE CHARGE \$ <b>250.00</b>		
I have read and understand the Jury Waiver provision on the reverse side of this Agreement and the separate Agreement to Arbitrate which is incorporated by reference into this Agreement.		SERVICE CONTRACT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ <b>N/A</b>		
		SUBTOTAL \$ <b>18,241.00</b>		
		OHIO SALES TAX AT 6.75 % \$ <b>1,231.27</b>		
		TITLE/FILING FEES \$ <b>33.50</b>		
		TOTAL CASH PRICE \$ <b>19,505.77</b>		
		TRADE-IN ALLOWANCE	\$	<b>N/A</b>
		LESS PAYOFF - Any amount over is purchaser's responsibility	\$	<b>N/A</b>
		EQUITY TRADE-IN	\$	<b>N/A</b>
		CASH DEPOSIT/CREDIT	\$	<b>N/A</b>
		CASH ON DELIVERY	\$	<b>N/A</b>
		REBATE	\$	<b>N/A</b>
		TOTAL DOWN PAYMENT	\$	<b>N/A</b>
		UNPAID BALANCE OF CASH PRICE	\$	<b>19,505.77</b>
REMARKS: SEE ATTACHMENTS				
DOCUMENTARY SERVICE CHARGE: This fee is charged to compensate the Dealership for providing administrative and documentary services and for costs incurred in carrying out the requirements of applicable federal and state laws.				
DEALER ASSISTED FINANCING: If we assist you to obtain financing for the transaction, we may receive a fee or other compensation from the lender.				

*72 mos At 24% APR 519 mo*

10/11/18

9/11/2018

ACCEPTED BY PURCHASER

DATE

PMOL custom 07/08/2008 from form FM-083 / REV 1/08

*Exhibit "A"*